

Dale M. Cendali
 Claudia Ray
 O'MELVENY & MYERS LLP
 Times Square Tower
 7 Times Square
 New York, NY 10036
 Telephone (212) 326-2000
 dcendali@omm.com
 cray@omm.com

Attorneys for Plaintiff
 VITALE AML CONSULTANTS, INC.

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X	:	
VITALE AML CONSULTANTS, INC.,	:	
	:	Index No. 08-CV-1315 (RMB)
Plaintiff,	:	
v.	:	
PROMONTORY FINANCIAL GROUP, LLC;	:	ANSWER TO
PROMONTORY FORENSIC SOLUTIONS, LLC;	:	COUNTERCLAIM OF
HANI SAMAAAN; PROMINENT IT SOLUTIONS,	:	<u>ROSE DEFENDANTS</u>
INC.; RONALD ROSE; AML CONSULTING	:	
SERVICES, INC.; and JOHN DOES (1-10),	:	
Defendants.	:	
-----X	:	

Plaintiff/Defendant-in-Counterclaim, Vitale AML Consultants, Inc. ("Vitale AML"), by its attorneys, O'Melveny & Myers LLP, in answer to the Counterclaim of Ronald Rose and AML Consulting Services, Inc. (collectively, the "Rose Defendants"), alleges as follows:

1. Deny knowledge or information sufficient to admit or deny the allegations contained in paragraph 1.
2. Admit the allegations set forth in paragraph 2.

3. Paragraph 3 is a statement of jurisdiction to which no answer is required.

4. Admit the allegations set forth in paragraph 4.

5. Deny the allegations set forth in paragraph 5, except admit that in or about November, 2004, Anne T. Vitale, Esq. hired Ronald Rose as a consultant in connection with Vitale AML's project at Union Bank of California International ("UBOCI").

6. Deny the allegations set forth in paragraph 6, except admit that Vitale AML hired several investigators whom the Rose Defendants referred for Vitale AML's UBOCI project.

7. Deny the allegations set forth in paragraph 7, except admit that Vitale AML decided to pay Rose a referral fee of \$5.00 for each hour worked by investigators referred by Rose on the UBOCI project at some time after Rose and the investigators referred by Rose began said work.

8. Deny the allegations set forth in paragraph 8, except admit that Vitale AML paid the Rose Defendants on an hourly basis for services provided as well as certain referral fees.

9. Deny the allegations set forth in paragraph 9.

10. Deny the allegations set forth in paragraph 10, except admit that in April 2007 the Rose Defendants requested payment for certain work done by investigators for projects unrelated to UBOCI and that Vitale AML declined to meet those requests.

11. Paragraph 11 asserts a legal conclusion for which no response is required, but to the extent any response is required, deny the allegations set forth in paragraph 11.

12. Paragraph 11 asserts a legal conclusion for which no response is required, but to the extent any response is required, deny the allegations set forth in paragraph 12.

13. Deny the allegations set forth in paragraph 13.

14. Deny that the Rose Defendants and/or Plaintiffs-in-Counterclaim are entitled to any or all of the relief requested or to any other relief.

AFFIRMATIVE DEFENSES

15. The Rose Defendants' counterclaim fails to state a claim upon which relief may be granted.

16. The Rose Defendants' counterclaim is barred by the statute of frauds.

17. The Rose Defendants' counterclaim is barred by the doctrine of laches.

18. The Rose Defendants' counterclaim is barred by the doctrine of waiver.

19. The Rose Defendants' counterclaim is barred by the doctrine of estoppel.

20. The Rose Defendants' counterclaim is barred by the doctrine of acquiescence.

21. The Rose Defendants' counterclaim is barred by the doctrine of unclean hands.

22. There was no valid and enforceable contract between Vitale AML and the Rose Defendants.

Dated: New York, New York
April 7, 2008

O'MELVENY & MYERS LLP

By: 

Dale M. Cendali

Claudia Ray

Times Square Tower

7 Times Square

New York, NY 10036

(212) 326-2000

dcendali@omm.com

cray@omm.com

Attorneys for Plaintiff

VITALE AML CONSULTANTS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this, the 7th day of April, 2008, I sent a copy of the foregoing Answer of Counterclaims by Rose Defendants by Vitale AML Consultants, Inc. by electronic mail to:

Jay B. Itkowitz, Esq.
ITKOWITZ & HARWOOD
305 Broadway
New York, NY 10007
jitektowitz@itkowitz.com

P. Benjamin Duke
COVINGTON & BURLING LLP
620 Eighth Avenue
New York, NY 10018
pbduke@cov.com

Anthony Herman
Joshua A. Doan
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401
aherman@cov.com
jdoan@cov.com



Rhett O. Millsaps II